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IN THE

Supreme Court of the United States

October Term, 1952

No. 10 Original

STATE OF ARIZONA

Complainant

v.

STATE OF CALIFORNIA, PALO VERDE IRRIGATION DISTRICT, IMPERIAL IRRIGATION DISTRICT, COACHELLA VALLEY COUNTY WATER DISTRICT, METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, CITY OF LOS ANGELES, CALIFORNIA, CITY OF SAN DIEGO, CALIFORNIA and COUNTY OF SAN DIEGO, CALIFORNIA

Defendants

JOHN H. MOEUR
Chief Counsel,
Arizona Interstate Stream Commission

BURR SUTTER
Assistant Counsel,
Arizona Interstate Stream Commission

PERRY M. LING
Special Counsel,
Arizona Interstate Stream Commission

FRED O. WILSON
Attorney General of Arizona

ALEXANDER B. BAKER
Chief Assistant Attorney General of Arizona

MOTION FOR LEAVE TO FILE BILL OF COMPLAINT AND BILL OF COMPLAINT

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Defendants

MOTION FOR LEAVE TO FILE BILL OF COMPLAINT

The State of Arizona, appearing by its duly authorized attorneys, respectfully moves and prays the court for leave to file the bill of complaint submitted here-

with. The State of Arizona seeks to bring this suit under authority of Article III, Section 2, Clause 2 of the Constitution of the United States.

JOHN H. MOEUR
Chief Counsel,
Arizona Interstate Stream Commission
310 Phoenix National Bank Building
Phoenix, Arizona

BURR SUTTER
Assistant Counsel,
Arizona Interstate Stream Commission
309 First National Bank Building
Phoenix, Arizona

PERRY M. LING
Special Counsel,
Arizona Interstate Stream Commission
419 Heard Building, Phoenix, Arizona

FRED O. WILSON
Attorney General of Arizona
State House, Phoenix, Arizona

ALEXANDER B. BAKER
Chief Assistant Attorney General of Arizona
State House, Phoenix, Arizona

Attorneys for the State of Arizona

STATEMENT IN SUPPORT OF MOTION

By this action Arizona seeks to quiet its title to the right to the use of certain water of the Colorado River System, as against the claims of the defendants, and to obtain ancillary injunctive relief.

The respective rights of the complainant and the defendants to the use of such water exist under and are controlled by the Colorado River Compact of 1922 (Exhibit A attached to complaint submitted herewith), the Boulder Canyon Project Act (45 Stat. 1057) and the California Limitation Act (Laws of California, 1929, ch. 16, pp. 38-39). For many years the complainant and the defendants have disagreed as to the interpretation, construction, and application of the Compact and the two mentioned Acts. The contending parties assert conflicting claims to the right to use certain quantities of Colorado River System water. These claims are mutually exclusive. As to each quantity of water involved, a recognition of the Arizona claim requires a denial of the California claim and vice versa.

By act of its legislature California has limited its right to water apportioned by the Colorado River Compact to 4,400,000 acre-feet annually. This limitation was made for the benefit of Arizona, Nevada, New Mexico, Utah, Colorado, and Wyoming. Notwithstanding the limitation the defendants have made contracts for the delivery to them of 5,362,000 acre-feet annually of Colorado River water, have caused the construction of works of a capacity to divert more than 8,000,000 acre-feet annually, and are currently diverting water from the River at a rate which will result in the diversion from the Colorado River of a quantity of water greatly in excess of 4,400,000 acre-feet in 1952. In spite of the fact that it has no firm right to more than 4,400,000 acre-feet of Colorado River water annually, California asserts the right to take and threatens to take and use quantities of water greatly in excess of that amount to the injury and damage of Arizona.

Arizona needs to take and consume 3,800,000 acre-feet of Colorado River System water annually in order to

sustain its existing economy. It has ready for construction projects which will utilize such water. The successful financing, construction and operation of these projects are threatened by the claim of the defendants that Arizona has no right to such water.

Arizona and California have heretofore appeared before this Court in three cases involving rights to the use of Colorado River water. The decision in such cases and the dates when rendered are: 283 U. S. 423 (1931), 292 U. S. 341 (1934), and 298 U. S. 558 (1936). The issues presented by the complaint tendered for filing are different from the issues presented and considered in those cases. The factual situation now existing is different from that which existed at the time of the determination of each of those cases. During the period in which those cases were before the Court Arizona had not ratified the Colorado River Compact and had no contract with the United States for the use of Colorado River System water. Hence, Arizona could not then rely upon or receive any benefit from that Compact and its related documents. Now Arizona has ratified the Compact and has entered into a contract with the United States for the use of Colorado River System water. Accordingly, Arizona now relies on and asserts its rights under the Compact, the Boulder Canyon Project Act and the California Limitation Act.

California and the water users of that state are now diverting and using water from the Colorado River in quantities greatly in excess of the 4,400,000 acre-feet per annum to which it is limited by the Boulder Canyon Project Act and by the California Limitation Act. Arizona has definite projects for the use of its share of Colorado River water which it is not presently using and in furtherance thereof has initiated appropriation of water for such projects in accordance with the Statutes of Arizona.

For nearly thirty years there has been a fruitless effort to determine the controversy by compact. Because of such failure of compact negotiations, Arizona and California must look to this Court for a decision

which will define their respective rights. The prosperity and welfare of a large and important area of our Union are involved.

The case is, in essence, one involving conflicting claims of two states to the waters of an interstate stream. Under the decision in Nebraska v. Wyoming, 325 U. S. 589, 616, it is a proper case for the exercise by this Court of its original jurisdiction.

It is respectfully submitted that the motion for leave to file the complaint should be granted.

JOHN H. MOEUR
Chief Counsel,
Arizona Interstate Stream Commission

BURR SUTTER
Assistant Counsel,
Arizona Interstate Stream Commission

PERRY M. LING
Special Counsel,
Arizona Interstate Stream Commission

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Attorney General of Arizona

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STATE OF ARIZONA,

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vs.

STATE OF CALIFORNIA, PALO VERDE IRRIGATION DISTRICT, IMPERIAL IRRIGATION DISTRICT, COACHELLA VALLEY COUNTY WATER DISTRICT, METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, CITY OF LOS ANGELES, CALIFORNIA, CITY OF SAN DIEGO, CALIFORNIA, and COUNTY OF SAN DIEGO, CALIFORNIA,

Defendants

BILL OF COMPLAINT

The State of Arizona, by leave of Court, files this bill of complaint and respectfully says:

I

The jurisdiction of this Court is invoked under Article III, Section 2, Clause 2 of the Constitution of the United States.

II

In this behalf the complainant acts by and through the Arizona Interstate Stream Commission, an official state agency charged by statute with the duty and responsibility of prosecuting and defending all rights,

claims and privileges of the state with respect to interstate streams, and by and through the Attorney General of the State of Arizona.

III

The defendants, Palo Verde Irrigation District, Imperial Irrigation District, Coachella Valley County Water District and Metropolitan Water District of Southern California are political subdivisions and agencies of the State of California, duly organized and existing under the laws of that State. The defendants City of Los Angeles and City of San Diego are municipal corporations duly organized and existing under the laws of the State of California. The defendant County of San Diego is a county duly created and existing under the laws of the State of California.

IV

(a) The Colorado River is a navigable stream with a total length of 1293 miles. It rises in the State of Colorado and flows through that State and Utah before entering Arizona near its northeast corner. The Colorado River flows for 292 miles through Arizona. Then for 145 miles it forms the boundary between Arizona and Nevada, for 235 miles the boundary between Arizona and California, and for 16 miles the boundary between Arizona and Mexico. For 688 miles, or more than one-half its length the Colorado River flows in Arizona or upon its boundary.

(b) The natural drainage basin of the Colorado River in the United States is divided among the States as follows:

Arizona	103,000 square miles,
California	4,000 square miles,
Nevada	12,000 square miles,
Utah	40,000 square miles,
New Mexico	23,000 square miles,
Colorado	39,000 square miles,
Wyoming	19,000 square miles.

Approximately 43% of the natural drainage basin of the Colorado River lies within Arizona. Approximately 90% of the total area of Arizona is within said natural drainage basin.

(c) The tributaries of the Colorado River have a total combined length of approximately 2164 miles of which 836 miles are in Arizona. No tributaries enter the Colorado River from California. California does not contribute any appreciable or measurable quantity of water to the River.

V

In the early years of the present century controversies arose among the seven Colorado River Basin States over the use of the waters of that river. Pursuant to appropriate Federal and State authorizations an interstate compact, known as The Colorado River Compact and hereinafter referred to as Compact, governing the use of the waters of the Colorado River, was negotiated, signed on November 24, 1922, ratified by the States, and consented to by the Congress of the United States. By virtue of the Boulder Canyon Project Act (December 21, 1928, 45 Stat. 1057), the compliance by California with the terms and provisions of that Act, and the ratification of the Compact by six states, it became effective as to all basin States except Arizona on June 25, 1929. Arizona ratified the Compact on February 24, 1944 (Arizona Laws, 1944, p.37). The Compact is now and for many years has been in full force and effect. A copy of the Compact is attached hereto, marked Exhibit A, and by this reference made a part hereof.

VI

Article II of the Compact contains the following definition of terms hereinafter used:

"As used in this compact:

(a) The term "Colorado River System" means that

portion of the Colorado River and its tributaries within the United States of America.

(b) The term "Colorado River Basin" means all of the drainage area of the Colorado River System and all other territory within the United States of America to which the waters of the Colorado River System shall be beneficially applied.

(c) The term "States of the Upper Division" means the States of Colorado, New Mexico, Utah, and Wyoming.

(d) The term "States of the Lower Division" means the States of Arizona, California, and Nevada.

(e) The term "Lee Ferry" means a point in the main stream of the Colorado River 1 mile below the mouth of the Paria River.

(f) The term "Upper Basin" means those parts of the States of Arizona, Colorado, New Mexico, Utah, and Wyoming within and from which waters naturally drain into the Colorado River System above Lee Ferry, and also all parts of said States located without the drainage area of the Colorado River System which are now or shall hereafter be beneficially served by waters diverted from the System above Lee Ferry.

(g) The term "Lower Basin" means those parts of the States of Arizona, California, Nevada, New Mexico, and Utah within and from which waters naturally drain into the Colorado River System below Lee Ferry, and also all parts of said States located without the drainage area of the Colorado River System which are now or shall hereafter be beneficially served by waters diverted from the System below Lee Ferry.

(h) The term "domestic use" shall include the use of water for household, stock, municipal, mining, milling, industrial, and other like purposes, but shall exclude the generation of electrical power."

VII

The Compact did not apportion water of the Colorado River System among the signatory States. Instead, it

apportioned the beneficial consumptive use of stated quantities of water to the Upper Basin and the Lower Basin respectively. Such apportionment is made by Article III of the Compact. The pertinent provisions of that Article are these:

"(a) There is hereby apportioned from the Colorado River System in perpetuity to the Upper Basin and to the Lower Basin, respectively, the exclusive beneficial consumptive use of 7,500,000 acre-feet of water per annum, which shall include all water necessary for the supply of any rights which may now exist.

(b) In addition to the apportionment in paragraph (a), the Lower Basin is hereby given the right to increase its beneficial consumptive use of such waters by one million acre-feet per annum.

(c) If . . . the United States . . . shall hereafter recognize in the United States of Mexico any right to the use of any waters of the Colorado River System, such waters shall be supplied first from the waters which are surplus over and above the aggregate of the quantities specified in paragraphs (a) and (b); and if such surplus shall prove insufficient for this purpose, then, the burden of such deficiency shall be equally borne by the Upper Basin and the Lower Basin, . . .

(d) The States of the Upper Division will not cause the flow of the river at Lee Ferry to be depleted below an aggregate of 75,000,000 acre-feet for any period of ten consecutive years reckoned in continuing progressive series. . . .

. . . .

(f) Further equitable apportionment of the beneficial uses of the waters of the Colorado River System unapportioned by paragraphs (a), (b), and (c) may be made in the manner provided in paragraph (g) at any time after October first, 1963, if and when either Basin shall have reached its total beneficial consumptive use as set out in paragraphs (a) and (b)."

VIII

After the Colorado River Compact was signed by representatives of the States and approved by the Federal representative on November 24, 1922, the defendant, the State of California, pressed strenuously for the ratification of the Compact by the respective State legislatures and the grant of the needed consent of the Congress of the United States. Arizona objected to the Compact and to the grant of Congressional consent because it deemed that the Compact adversely affected its rights unless it were protected by some determination of the quantum of water from the Colorado River System available under the Compact for use in Arizona and by some limitation on the quantum of such water available for use in California. California was desirous of securing the construction of a dam at Black or Boulder Canyon of the Colorado River to protect against floods, regulate stream flows, and generate hydroelectric power and of securing the construction of a canal which would be located entirely in the United States and which would carry water from the Colorado River to the Imperial Valley of California.

IX

(a) By the Boulder Canyon Project Act (Act of December 21, 1928, 45 Stat. 1057), hereinafter referred to as Project Act, Congress authorized the construction of a dam in the main stream of the Colorado River at Black Canyon or Boulder Canyon adequate to create a storage reservoir with a capacity of at least twenty million acre-feet and the construction of the All-American Canal from the River to the Imperial and Coachella Valleys of California.

(b) Section 4(a) of that Act provides thus:

"This Act shall not take effect and no authority shall be exercised hereunder and no work shall be begun and no moneys expended on or in connection with the works or structures provided for in this Act, and no

water rights shall be claimed or initiated hereunder, and no steps shall be taken by the United States or by others to initiate or perfect any claims to the use of water pertinent to such works or structures unless and until (1) the States of Arizona, California, Colorado, Nevada, New Mexico, Utah, and Wyoming shall have ratified the Colorado River compact, mentioned in section 13 hereof, and the President by public proclamation shall have so declared, or (2) if said States fail to ratify the said compact within six months from the date of the passage of this Act then, until six of said States, including the State of California, shall ratify said compact and shall consent to waive the provisions of the first paragraph of Article XI of said compact, which makes the same binding and obligatory only when approved by each of the seven States signatory thereto, and shall have approved said compact without conditions, save that of such six-State approval, and the President by public proclamation shall have so declared, and further, until the State of California, by act of its legislature, shall agree irrevocably and unconditionally with the United States and for the benefit of the States of Arizona, Colorado, Nevada, New Mexico, Utah, and Wyoming, as an express covenant and in consideration of the passage of this Act, that the aggregate annual consumptive use (diversions less returns to the river) of water of and from the Colorado River for use in the State of California, including all uses under contracts made under the provisions of this Act and all water necessary for the supply of any rights which may now exist, shall not exceed four million four hundred thousand acre-feet of the waters apportioned to the lower basin States by paragraph (a) of Article III of the Colorado River compact, plus not more than one-half of any excess or surplus waters unapportioned by said compact, such uses always to be subject to the terms of said compact.

The States of Arizona, California, and Nevada are authorized to enter into an agreement which shall

provide (1) that of the 7,500,000 acre-feet annually apportioned to the lower basin by paragraph (a) of Article III of the Colorado River compact, there shall be apportioned to the State of Nevada 300,000 acre-feet and to the State of Arizona 2,800,000 acre-feet for exclusive beneficial consumptive use in perpetuity, and (2) that the State of Arizona may annually use one-half of the excess or surplus waters unapportioned by the Colorado River compact, and (3) that the State of Arizona shall have the exclusive beneficial consumptive use of the Gila River and its tributaries within the boundaries of said State, and (4) that the waters of the Gila River and its tributaries, except return flow after the same enters the Colorado River, shall never be subject to any diminution whatever by any allowance of water which may be made by treaty or otherwise to the United States of Mexico but if, as provided in paragraph (c) of Article III of the Colorado River compact, it shall become necessary to supply water to the United States of Mexico from waters over and above the quantities which are surplus as defined by said compact, then the State of California shall and will mutually agree with the State of Arizona to supply, out of the main stream of the Colorado River, one-half of any deficiency which must be supplied to Mexico by the lower basin, and (5) that the State of California shall and will further mutually agree with the States of Arizona and Nevada that none of said three States shall withhold water and none shall require the delivery of water, which cannot reasonably be applied to domestic and agricultural uses, and (6) that all of the provisions of said tri-State agreement shall be subject in all particulars to the provisions of the Colorado River compact, and (7) said agreement to take effect upon the ratification of the Colorado River compact by Arizona, California, and Nevada."

(c) Section 13 (a) of the Project Act gives the required consent of Congress to the Compact upon the satisfaction of the conditions set out in Section 4 (a).

(d) By Section 8 and Section 13 (b), (c), and (d), the United States subjects all of its rights, and the rights of those claiming under it, to the provisions of the Compact.

(e) Section 13 (c) of the Project Act reads thus:

"(c) Also all patents, grants, contracts, concessions, leases, permits, licenses, rights of way, or other privileges from the United States or under its authority, necessary or convenient for the use of waters of the Colorado River or its tributaries, or for the generation or transmission of electrical energy generated by means of the waters of said river or its tributaries, whether under this act, the Federal water power act, or otherwise, shall be upon the express condition and with the express covenant that the rights of the recipients or holders thereof to waters of the river or its tributaries, for the use of which the same are necessary, convenient, or incidental, and the use of the same shall likewise be subject to and controlled by said Colorado River compact."

X

(a) In order to comply with the conditions precedent established by Section 4 (a) of the Project Act, California duly enacted a law hereinafter referred to as the California Limitation Act (Act of March 4, 1929; Ch. 16, 48th Sess; Statutes and Amendments to the Codes, 1929, pp. 38-39) which reads as follows:

"An Act to limit the use by California of the waters of the Colorado River in compliance with the act of Congress known as the "Boulder Canyon Project Act," approved December 21, 1928, in the event the Colorado River Compact is not approved by all of the states signatory thereto.

The people of the State of California do enact as follows:

Section 1. In the event the Colorado River Compact signed at Santa Fe, New Mexico, November 24, 1922, and approved by and set out at length in that certain

act entitled "An Act to ratify and approve the Colorado River Compact, signed at Santa Fe, New Mexico, November 24, 1922, to repeal conflicting acts and resolutions and directing that notice be given by the governor of such ratifications and approval," approved January 10, 1929 (statutes 1929, chapter 1), is not approved within six months from the date of the passage of that certain act of the Congress of the United States known as the "Boulder Canyon Project Act," approved December 21, 1928, by the legislatures of each of the seven states signatory thereto, as provided by article eleven of the said Colorado River Compact, then when six of said states, including California, shall have ratified and approved said Compact, and shall have consented to waive the provisions of the first paragraph of article eleven of said compact which makes the same binding and obligatory when approved by each of the states signatory thereto, and shall have approved said Compact without conditions save that of such six states approval and the President by public proclamation shall have so declared, as provided by the said "Boulder Canyon Project Act," the State of California as of the date of such proclamation agrees irrevocably and unconditionally with the United States and for the benefit of the States of Arizona, Colorado, Nevada, New Mexico, Utah, and Wyoming as an express covenant and in consideration of the passage of the said "Boulder Canyon Project Act" that the aggregate annual consumptive use (diversions less returns to the river) of water of and from the Colorado River for use in the State of California including all uses under contracts made under the provisions of said "Boulder Canyon Project Act," and all water necessary for the supply of any rights which may now exist, shall not exceed four million four hundred thousand acre-feet of the waters apportioned to the lower basin States by paragraph "a" of article three of the said Colorado River Compact, plus not more

than one-half of any excess or surplus waters unapportioned by said Compact, such uses always to be subject to the terms of said Compact.

Sec. 2. By this act the State of California intends to comply with the conditions respecting limitation on the use of water as specified in subdivision 2 of section 4 (a) of the said "Boulder Canyon Project Act" and this act shall be so construed."

(b) After the passage of the California Limitation Act and the ratification of the Compact by six of the Basin States, the Compact was proclaimed effective as of June 25, 1929.

XI

(a) After the Compact became effective the Secretary of the Interior promulgated general regulations under which the United States would contract for the disposition of Colorado River water. During the period 1930-1934 the Secretary of the Interior negotiated and entered into water contracts with the Palo Verde Irrigation District, the Imperial Irrigation District, the Coachella Valley County Water District, the Metropolitan Water District of Southern California, the City of San Diego, and the County of San Diego, all defendants herein.

(b) The quantities of Colorado River water which the contracting defendants were entitled to receive under such contracts were attempted to be determined by the California Seven Party Water Agreement of August 18, 1931. A copy of such agreement, marked Exhibit B, is attached hereto, and by this reference made a part thereof. The Seven Party Water Agreement was made and executed by all of the defendants except the State of California and has been acquiesced in and accepted by the State of California. It purports to allocate the California share of the waters of the Colorado River. The quantity of water so attempted to be allocated amounts to 5,362,000 acre-feet per annum. In so far as said agreement attempts to apportion among

the California water users any rights to the consumptive use of water in excess of 4,400,000 acre-feet per annum it was and is without any force, effect, or validity whatsoever.

(c) Paragraph 16 of the contract of December 1, 1932, between the United States and Imperial Irrigation District, provides in its Article 29 that:

> "This contract is made upon the express condition and with the express understanding that all rights based upon this contract shall be subject to and controlled by the Colorado River Compact, being the compact or agreement signed at Santa Fe, New Mexico, November 24, 1922, pursuant to Act of Congress, approved August 19, 1921, entitled 'An Act to permit a compact or agreement between the States of Arizona, California, Colorado, Nevada, New Mexico, Utah, and Wyoming, respecting the disposition and apportionment of the waters of the Colorado River, and for other purposes' which compact was approved by the Boulder Canyon Project Act."

Substantially identical provisions are contained in the agreements between the other defendants and the United States. Said contracts are expressly subjected to the availability of water for use in California under the Compact and the Project Act.

(d) The contracts between the United States and the defendant California entities above mentioned wrongfully and unlawfully purport to recognize a right in California and its water users to take, divert, use, and consume a total of 5,362,000 acre-feet of Colorado River water annually. By the express terms of the Project Act and the California Limitation Act such right is limited to the use of 4,400,000 acre-feet annually of the water apportioned by Article III (a) of the Compact "plus not more than one-half of any excess or surplus water unapportioned by said compact, such uses always to be subject to the terms of said compact." Under the Compact, Article III (f), surplus waters may not be apportioned until after October 1, 1963.

XII

(a) After the execution of the contracts above mentioned the dam, now known as Hoover Dam, was built by the United States Bureau of Reclamation in the Black Canyon of the Colorado River to a size which will impound approximately 32,000,000 acre-feet of water. The Imperial Dam and the All-American Canal were built to take water from the Colorado River to the Imperial and Coachella Valleys of California. The All-American Canal has a capacity of 15,155 cubic feet of water per second of time, hereinafter referred to as c.f.s., from its point of diversion to Syphon Drop, 13,155 c.f.s., from there to Pilot Knob, and 10,155 c.f.s. beyond Pilot Knob. The United States pursuant to a contract between it and defendant Metropolitan Water District of Southern California constructed Parker Dam. Thereafter, the Metropolitan Aqueduct was constructed to carry Colorado River water to various Southern California communities. The Metropolitan Aqueduct has a designed capacity of 1,605 c.f.s. The United States Bureau of Reclamation constructed Davis Dam to re-regulate water released from Hoover Dam.

(b) All of the aforementioned facilities were constructed and are operated for the storage, diversion, and use of Colorado River water within the Lower Basin of that river and are governed by, and must be maintained, operated and administered in conformity with the Compact, the Project Act, and the California Limitation Act.

(c) Through the operation of such facilities, California and its water users can take, divert, and consumptively use quantities of Colorado River water greatly in excess of 4,400,000 acre-feet. The defendants and each of them claim that California and its water users have the right to take, divert, and consumptively use, by means of such facilities a minimum of 5,362,000 acre-feet of Colorado River water each year. Such claim and claims are contrary to the Compact, the

Project Act, and the California Limitation Act and are void and without effect as against the rights of the complainant.

XIII

(a) Arizona ratified the Compact on February 24, 1944, and at the same time entered into a contract with the United States for the annual delivery to Arizona and its water users from storage in Lake Mead of "so much water as may be necessary for the beneficial consumptive use for irrigation and domestic uses in Arizona of a maximum of 2,800,000 acre-feet" subject to the availability of such water under the Compact and the Project Act. This delivery obligation applies and is intended to apply only to water from the main stream of the Colorado River. It does not apply to or affect the use of any water of the Gila River or its tributaries. The delivery obligation is subject to certain adjustments which are specifically mentioned in the contract. The United States also agrees to deliver to Arizona from Lake Mead storage one-half of the unapportioned surplus, subject to the availability thereof to Arizona under the Compact and subject to whatever rights Nevada, New Mexico, and Utah may be determined to have therein. A copy of the aforementioned contract, marked Exhibit C, is attached hereto and by this reference made a part hereof. The rights of Arizona to water from the Colorado River System are made subject to, and controlled by, the Compact and the Project Act.

(b) In ratifying the Compact as above set forth, Arizona acted in reliance upon the California Limitation Act and the provisions of Section 4 (a) of the Project Act. Arizona would not have ratified the compact had it not been for the protection which was and is provided to it by the California Limitation Act.

XIV

By contracts dated March 30, 1942 and January 3, 1944, the United States agreed to deliver annually to

Nevada from Lake Mead storage "so much water, including all other water diverted for use within the State of Nevada in the Colorado River System, as may be necessary to supply the State a total quantity not to exceed" 300,000 acre-feet, subject to the availability of such water under the Compact and the Project Act. The quantity of water to which Nevada is entitled under said contracts is the same as that specifically stated for Nevada in Section IV(a) of the Project Act.

XV

Portions of the States of New Mexico and Utah are located within the Lower Basin of the Colorado River. As stated in Paragraph 7 (g) of its February, 1944 contract with the United States, Arizona recognizes the rights of New Mexico and Utah to equitable shares of the water apportioned by the Colorado River Compact to the Lower Basin and also water unapportioned by such Compact. Arizona expects to negotiate with New Mexico and Utah a compact which will define the respective rights of those states to participate as Lower Basin States in the use of Colorado River water apportioned now or hereafter to such Lower Basin. There is no controversy between Arizona and either New Mexico or Utah over their respective rights to the use of Colorado River water.

XVI

By treaty between the United States and the United States of Mexico, signed February 3, 1944 and proclaimed effective November 27, 1945 (Treaty Series 994), there is allotted to Mexico an annual quantity of 1,500,000 acre-feet of Colorado River water to be delivered in a specified manner and subject to reduction in periods of extraordinary drought. To an extent which is not as yet determined much of the Mexico allotment of water will be satisfied by return flows accruing to the Colorado River at a point too far down stream to permit the rediversion and use of such flows in the

United States. It is uncertain whether excess or surplus flows of the Colorado River unapportioned by the Compact will be adequate to satisfy the allotment of water to Mexico.

XVII

(a) Subject to the availability of water under the Compact and the Project Act and subject to the rights of the States of New Mexico and Utah, Arizona has the right to take and divert from the Colorado River System annually so much water as may be necessary for the beneficial consumptive use in Arizona of 3,800,000 acre-feet. Such quantity is made up of 2,800,000 acre-feet out of the 7,500,000 acre-feet apportioned to the Lower Basin by Article III (a) of the Compact plus the 1,000,000 acre-feet apportioned by Article III (b) of the Compact.

(b) Arizona is not now presently using all of the aforesaid 3,800,000 acre-feet of water to which it is entitled annually. In excess of 1,700,000 acre-feet out of the said 3,800,000 acre-feet is not being presently used and consumed in Arizona, and is available for such use and consumption under the Arizona Projects hereinafter mentioned.

XVIII

There are within the natural basin of the Colorado River System in Arizona certain Indians and Indian tribes. Article VII of the Compact provides that it shall not be construed as affecting the obligations of the United States to Indian tribes. There is no controversy which relates to the use of the waters of the Colorado River System by Indians or Indian tribes and which involves the complainant.

XIX

Arizona is an arid state. Irrigation is essential to its successful agriculture, and much water is needed for

domestic, municipal and industrial purposes. Precipitation is insufficient to satisfy the need for water. Arizona has no substantial source of water except the Colorado River System. There are in Arizona in excess of 725,000 acres of land presently irrigated with surface and underground water which need additional and supplemental water in order to sustain their productivity. Such additional and supplemental water can be obtained only from the main stream of the Colorado River. The underground water supply, tapped by wells for irrigation of a substantial portion of said acreage, is grievously depleted because the draft thereon is greatly in excess of the recharge. As a result the well depths are increasing and the well discharges are decreasing. Because of such diminution of the underground water supply there is now available in Arizona water sufficient to irrigate and cultivate approximately 500,000 acres of land only. Arizona desperately needs additional water from the main stream of the Colorado River. Without such additional water, approximately 31% of the 725,000 acres of land presently cultivated will go out of cultivation. Agricultural production will be reduced to a dangerous extent, population will decline, and the economy of the State will be destroyed in large measure. The only source of water to prevent such a catastrophe is the main stream of the Colorado River.

XX

At the request of Arizona, the United States Bureau of Reclamation has investigated a project to bring water to Central Arizona from the main stream of the Colorado River. Such project is known as the Central Arizona Project. Plans for such project are substantially as set out in House Document 136, 81st Congress. During the 79th and succeeding Congresses Arizona has endeavored to obtain Congressional authorization for the construction of the Central Arizona Project by the Bureau of Reclamation. The defendants have vigorously resisted such legislation upon the ground, among others, that there is no water from the Colorado River

System available for consumptive use in Arizona in addition to the quantities of such water now used. Bills to authorize the Central Arizona Project were passed by the United States Senate in the 81st and 82nd Congresses but failed of passage in the House of Representatives. On April 18, 1951 the House of Representatives Committee on Interior and Insular Affairs adopted a resolution that consideration of the bills relating to the Central Arizona Project "be postponed until such time as use of water in the lower Colorado River Basin is either adjudicated or binding or mutual agreement as to the use of the water is reached by the States of the lower Colorado River basin" (see Hearings Before the Committee on Interior and Insular Affairs, House of Representatives, 82nd Congress, First Session, on H. R. 1500 and H. R. 1501, Part 2, pp. 739-761). Such Congressional action has been due to the wrongful assertion by the defendants of unwarranted and unlawful claims to the use of water of the Colorado River System. Unless and until the title of Arizona to the beneficial consumptive use annually of 3,800,000 acre-feet of water (subject to the rights of New Mexico and Utah) of the Colorado River System is confirmed and put at rest by decree of this court, the defendants will continue, improperly, unfairly and wrongfully to impugn such title of Arizona with the intent of preventing Arizona from using any additional water from the main stream of the Colorado River.

XXI

(a) Arizona has present projects for the beneficial consumptive use of waters from the Colorado River System to which it is entitled but which it is not now using. One of such projects is substantially the same as the Central Arizona Project above referred to. Arizona proposes to construct the Granite Reef Aqueduct and other appurtenant features of the Central Arizona Project, and in furtherance of such plans, has applied to the Secretary of the Interior for a right of way over the public domain for said Granite Reef Aqueduct.

Such right of way was granted by the Secretary of the Interior to the State of Arizona on the 18th day of July, 1952.

(b) Arizona has also applied for and been granted the necessary right of way over lands owned by the State of Arizona for Granite Reef Aqueduct. In addition thereto, Arizona is negotiating to purchase rights of way over privately owned lands and is proceeding to condemn additional rights of way over privately owned land. When such proceedings are completed, Arizona will have a right of way for the entire course of the Granite Reef Aqueduct.

(c) Various agencies and subdivisions of the State of Arizona have heretofore made application to appropriate sufficient water from the main stream of the Colorado River to the Central Arizona Project and said applications have been granted by the State Land Commissioner, the state official designated by statute for such purpose.

(d) Arizona intends to and will proceed with the construction of Granite Reef Aqueduct. The necessary diversion works, aqueducts, and power plants will cost several hundred million dollars. The improper and wrongful claims of the defendants to the waters of the Colorado River System prevent Arizona from financing the construction of its project and unless the rights of Arizona are confirmed, quieted, and put at rest by a decree herein the charges and interest which Arizona will have to pay to secure the necessary financing will be substantially increased.

(e) In order to obtain the power necessary to pump water into Granite Reef Aqueduct from Lake Havasu on the Colorado River, Arizona has heretofore negotiated with the Secretary of the Interior relative to Bridge Canyon Dam, plans for which are set forth in House Document 136, 81st Congress. The Secretary of the Interior has heretofore advised Arizona that when funds are provided by Arizona or an agency or subdivision thereof, the Department of the Interior, as permitted by the Reclamation laws, will take all necessary

steps to ascertain if Bridge Canyon Dam and related facilities can be constructed, and, if found authorized, construction thereof will be undertaken in accordance with the plans set forth in said House Document 136. The energy required to pump water from Lake Havasu to the Granite Reef Aqueduct and from thence to the places of use in Arizona will be received from hydroelectric power generated at Bridge Canyon Dam or from some other hydroelectric power plants, or, if no hydroelectric power is available, then from a plant or plants generating electricity by the use of steam.

(f) Arizona has spent to date approximately $400,000.00 in the study, investigation and planning of the diversion of waters from the main stream of the Colorado River into Central Arizona. For the same purpose, the United States Bureau of Reclamation has expended approximately $750,000.00.

XXII

A controversy exists between the plaintiff and the defendants as to the interpretation, construction and application of the Colorado River Compact, the Boulder Canyon Project Act, and the California Limitation Act. Such controversy relates to the following:

(1) Is the water referred to and affected by Article III (b) of the Colorado River Compact apportioned or unapportioned water? The complainant says that it is apportioned water and hence the Project Act and the California Limitation Act, which limits California's rights to 4,400,000 acre-feet annually of water apportioned by Article III (a) plus not more than one-half of the surplus unapportioned by that Compact, preclude California from any rights to water covered by Article III (b). Complainant further says that its position in this regard is sustained by the decision of this Court in the case of *Arizona v. California,* 292 U. S. 341.

(2) How is beneficial consumptive use to be measured? Article III of the Compact does not apportion

water. Rather it apportions the beneficial consumptive use of water. The Compact contains no definition of beneficial consumptive use and does not establish any method of measuring beneficial consumptive use. Arizona says that beneficial consumptive use is measured in terms of main stream depletion, that is, the quantity of water which constitutes the depletion of the stream by the activities of man. Water salvaged by man is not chargeable as a beneficial consumptive use. The point is most pertinent when applied to the use of waters of the Gila River, a tributary of the Colorado River. In a state of nature the Gila River was a losing stream with large quantities of water lost to the stream before its confluence with the Colorado River. Arizona has salvaged this water by putting it to beneficial consumptive use before it is lost and is chargeable only with the depletion of the stream at the state line. The amount of water involved in the controversy over the method of measurement of beneficial consumptive use exceeds 1,000,000 acre-feet annually.

(3) How are evaporation losses from Lower Basin main stream storage reservoirs to be charged? Such reservoir losses amount to over 700,000 acre-feet of water annually. Arizona says that such losses of water should be apportioned among the users of water from the main stream storage reservoirs in the Lower Basin in the same proportion as the consumptive use of each is to the total consumptive use of such storage water in the Lower Basin.

XXIII

There are or may be claims asserted by the defendants or some one or more of them, in addition to those relating to the controversial subjects stated in Paragraph XXII above, which adversely affect or may adversely affect the right of Arizona to the beneficial consumptive use of 3,800,000 acre-feet of water of the Colorado River System, all of which claims, including both

those relating to those questions stated in Paragraph XXII and those which the defendants may assert in addition thereto, are or may be in derogation of the title of the plaintiff in and to the beneficial consumptive use of 3,800,000 acre-feet of water annually from the Colorado River System. Such claims so adverse to the plaintiff are each and all in violation of the Compact, the Project Act, and the California Limitation Act and are wholly without force, effect or validity. The right and title of Arizona to the beneficial consumptive use of 3,800,000 acre-feet of water of the Colorado River System (except such quantities thereof as New Mexico and Utah are entitled to) is good and valid and is subject to no diminution by reason of any claims of the defendants whatsoever. Unless and until such right and title of Arizona is confirmed by this Court neither the Project heretofore mentioned nor any other Project to utilize desperately needed main stream Colorado River water in Arizona can be financed or constructed.

XXIV

Under the authority of the Compact, the Project Act and the California Limitation Act, Hoover, Davis, Parker and Imperial Dams, the Metropolitan Aqueduct, and the All-American Canal have been constructed. The defendants have used and profited from such facilities. None of such facilities would have been constructed had it not been for the Compact, the Project Act and the California Limitation Act. The defendants have accepted over a period of many years benefits consisting of many millions of acre-feet of water for beneficial consumptive use and of many billions of kilowatt hours of hydroelectric energy and they and each of them are now estopped and forever precluded from denying the validity and integrity of the Compact, the Project Act and the California Limitation Act.

XXV

In the second paragraph of Section 4 (a) of the Project Act the Congress of the United States stated

what it deemed to be a fair apportionment among California, Arizona, and Nevada of the beneficial consumptive use of water apportioned to the Lower Basin by the Compact. Such an apportionment was and is fair and equitable. Arizona accepts it and will be bound thereby. California after having secured, by virtue of the Compact, the Project Act, and the California Limitation Act, the facilities which it desires is now unwilling to accept such an apportionment. California passed its Limitation Act and accepted the aforesaid benefits accruing to it and its water users by reason of the construction of the facilities above mentioned with full knowledge that the Congress of the United States had given its approval to the aforesaid apportionment. The defendants, and each and all of them, are now estopped and forever precluded from claiming that the apportionment so approved by the Congress of the United States is not a fair and equitable apportionment among the States of California, Arizona, and Nevada.

XXVI

Facilities now constructed and in use to divert water from the Colorado River System for use in California have a capacity to take annual quantities exceeding 8,000,000 acre-feet. During the years 1946 to 1951 inclusive the defendants, through the use of such facilities, diverted water from the Colorado River System for use in California in the following quantities:

1946	3,381,000 acre-feet
1947	3,392,000 acre-feet
1948	3,714,000 acre-feet
1949	3,944,000 acre-feet
1950	4,229,000 acre-feet
1951	4,540,000 acre-feet

In the year 1952, according to estimates by the Bureau of Reclamation, based on requests made by defendant California users, the defendants, if they continue to divert water from the Colorado River System at the rate diversions have been made during the calen-

dar year to date, will divert at least 5,430,000 acre-feet. Defendants and each of them have threatened for many years to use and consume, and are now actually using and consuming, quantities of Colorado River water in excess of 4,400,000 acre-feet annually. Defendants will in the future, unless restrained and enjoined by this Court, continue to increase their diversions of Colorado River water. Defendants have no firm right to divert and take annual quantities of Colorado River water in excess of 4,400,000 acre-feet, and their use of such quantities of water in derogation of the rights of Arizona should be enjoined and forever restrained.

XXVII

The controversy between the complainant and the defendants as to their respective rights to the use of waters of the Colorado River System is a controversy of serious magnitude. The basic economy of the State of Arizona is threatened with destruction by reason of the matters and things complained of herein. The injury and resulting damage to Arizona and its people by reason of the actions, threats and claims of the defendants are so great that they are incapable of estimation.

XXVIII

The defendant, the State of California, has long recognized that a controversy of grave import and serious magnitude exists between it and the State of Arizona over the use of the waters of the Colorado River System. This has been established by testimony presented to Congressional committees by official representatives of California in hearings before the 79th, 80th, 81st and 82nd Congresses, by official actions of the Governor of California, and by resolutions adopted by the legislature of California.

XXIX

Arizona has no plain, speedy or adequate remedy at law and has no remedy whatsoever in any other court.

WHEREFORE, complainant, the State of Arizona, prays that:

1. Its title to the annual beneficial consumptive use of 3,800,000 acre-feet of the water apportioned to the Lower Basin by the Colorado River Compact be forever confirmed and quieted, subject only to the rights of the States of Utah and New Mexico and to the availability of such water under the Colorado River Compact.

2. The title of the State of California to the annual beneficial consumptive use of the waters of the Colorado River System apportioned to the Lower Basin by the Colorado River Compact be fixed at and forever limited to 4,400,000 acre-feet and be made subject to the availability of such water under the Colorado River Compact.

3. The defendants and each and all of them and the attorneys, engineers, officers, representatives, and agents of them and each of them be forever enjoined and restrained from asserting against the plaintiff in any manner any claim to the waters of the Colorado River System which interferes or conflicts with the right of the complainant to the annual beneficial consumptive use of 3,800,000 acre-feet of the waters of the Colorado River System apportioned to the Lower Basin by the Colorado River Compact, subject only to the rights of the States of Utah and New Mexico and subject to the availability of such water under the Colorado River Compact.

4. As to surplus waters of the Colorado River System unapportioned by the Colorado River Compact, it be decreed that when and if such waters or any thereof are apportioned to the Lower Basin, the State of California shall be entitled to one-half thereof and the State of Arizona to the remainder less a quantity not to exceed one-twenty-fifth of the total to the State of Nevada and less whatever rights Utah and New Mexico may have in and to such surplus.

5. A decree be entered herein recognizing, confirm-

ing and establishing that the beneficial consumptive use of water apportioned by the Colorado River Compact be measured in terms of stream depletion.

6. Losses of water in and from reservoirs located in the Lower Basin on the main stream of the Colorado River shall be charged against the apportionment to Arizona and California respectively in the same proportion as the consumptive use of water in the State against which the charge is made currently bears to the total consumptive use of water in the Lower Basin.

7. The complainant have such other and further relief as the court may deem proper.

8. The complainant have judgment for its costs herein expended.

JOHN H. MOEUR
Chief Counsel
Arizona Interstate Stream Commission

BURR SUTTER
Assistant Counsel
Arizona Interstate Stream Commission

PERRY M. LING
Special Counsel
Arizona Interstate Stream Commission

FRED O. WILSON
Attorney General of Arizona

ALEXANDER B. BAKER
Chief Assistant Attorney General of Arizona.

Attorneys for the State of Arizona

STATE OF ARIZONA
County of Maricopa } ss.

HOWARD PYLE, being first duly sworn, upon his oath deposes and says: That he is the duly elected, qualified and acting Governor of the State of Arizona; that he has read the foregoing Bill of Complaint and knows the contents thereof; that the same is true of his own knowledge, except as to those matters alleged therein on information and belief, and as to those he believes it to be true.

HOWARD PYLE

Subscribed and sworn to before me this 8th day of August, 1952.

WESLEY BOLIN
Secretary of State,
State of Arizona

EXHIBIT A.

COLORADO RIVER COMPACT

The States of Arizona, California, Colorado, Nevada, New Mexico, Utah, and Wyoming, having resolved to enter into a compact under the Act of the Congress of the United States of America approved August 19, 1921, (42 Statutes at Large, page 171) and the Acts of the Legislatures of the said States, have through their Governors appointed as their Commissioners:

W. S. Norviel for the State of Arizona
W. F. McClure for the State of California
Delph E. Carpenter for the State of Colorado
J. G. Scrugham for the State of Nevada
Stephen B. Davis, Jr., for the State of New Mexico
R. E. Caldwell for the State of Utah
Frank C. Emerson for the State of Wyoming

who, after negotiations participated in by Herbert Hoover appointed by The President as the representative of the United States of America, have agreed upon the following articles:

ARTICLE I

The major purposes of this compact are to provide for the equitable division and apportionment of the use of the waters of the Colorado River System; to establish the relative importance of different beneficial uses of water; to promote interstate comity; to remove causes of present and future controversies; and to secure the expeditious agricultural and industrial development of the Colorado River Basin, the storage of its waters, and the protection of life and property from floods. To these ends the Colorado River Basin is divided into two Basins, and an apportionment of the use of part of the water of the Colorado River System is made to each of them with the provision that further equitable apportionments may be made.

ARTICLE II

(a) The term "Colorado River System" means that portion of the Colorado River and its tributaries within the United States of America.

(b) The term "Colorado River Basin" means all of the drainage area of the Colorado River System and all other territory within the United States of America to which the waters of the Colorado River System shall be beneficially applied.

(c) The term "States of the Upper Division" means the States of Colorado, New Mexico, Utah, and Wyoming.

(d) The term "States of the Lower Division" means the States of Arizona, California, and Nevada.

(e) The term "Lee Ferry" means a point in the main stream of the Colorado River one mile below the mouth of the Paria River.

(f) The term "Upper Basin" means those parts of the States of Arizona, Colorado, New Mexico, Utah, and Wyoming within and from which waters naturally drain into the Colorado River System above Lee Ferry, and also all parts of said States located without the drainage area of the Colorado River System which are now or shall hereafter be beneficially served by waters diverted from the System above Lee Ferry.

(g) The term "Lower Basin" means those parts of the States of Arizona, California, Nevada, New Mexico, and Utah within and from which waters naturally drain into the Colorado River System below Lee Ferry, and also all parts of said States located without the drainage area of the Colorado River System which are now or shall hereafter be beneficially served by waters diverted from the System below Lee Ferry.

(h) The term "domestic use" shall include the use of water for household, stock, municipal, mining, milling, industrial, and other like purposes, but shall exclude the generation of electrical power.

ARTICLE III

(a) There is hereby apportioned from the Colorado River System in perpetuity to the Upper Basin and to the Lower Basin, respectively, the exclusive beneficial consumptive use of 7,500,000 acre-feet of water per annum, which shall include all water necessary for the supply of any rights which may now exist.

(b) In addition to the apportionment in paragraph (a), the Lower Basin is hereby given the right to increase its beneficial consumptive use of such waters by one million acre-feet per annum.

(c) If, as a matter of international comity, the United States of America shall hereafter recognize in the United States of Mexico any right to the use of any waters of the Colorado River System, such water shall be supplied first from the waters which are surplus over and above the aggregate of the quantities specified in paragraphs (a) and (b); and if such surplus shall prove insufficient for this purpose, then, the burden of such deficiency shall be equally borne by the Upper Basin and the Lower Basin, and whenever necessary the States of the Upper Division shall deliver at Lee Ferry water to supply one-half of the deficiency so recognized in addition to that provided in paragraph (d).

(d) The States of the Upper Division will not cause the flow of the river at Lee Ferry to be depleted below an aggregate of 75,000,000 acre-feet for any period of ten consecutive years reckoned in continuing progressive series beginning with the first day of October next succeeding the ratification of this compact.

(e) The States of the Upper Division shall not withhold water, and the States of the Lower Division shall not require the delivery of water, which cannot reasonably be applied to domestic and agricultural uses.

(f) Further equitable apportionment of the beneficial uses of the waters of the Colorado River System unapportioned by paragraphs (a), (b), and (c) may be made in the manner provided in paragraph (g) at any

time after October first, 1963, if and when either Basin shall have reached its total beneficial consumptive use as set out in paragraphs (a) and (b).

(g) In the event of a desire for a further apportionment as provided in paragraph (f) any two signatory States, acting through their Governors, may give joint notice of such desire to the Governors of the other signatory States and to The President of the United States of America, and it shall be the duty of the Governors of the signatory States and of The President of the United States of America forthwith to appoint representatives, whose duty it shall be to divide and apportion equitably between the Upper Basin and Lower Basin the beneficial use of the unapportioned water of the Colorado River System as mentioned in paragraph (f), subject to the legislative ratification of the signatory States and the Congress of the United States of America.

Article IV

(a) Inasmuch as the Colorado River has ceased to be navigable for commerce and the reservation of its waters for navigation would seriously limit the development of its Basin, the use of its waters for purposes of navigation shall be subservient to the uses of such waters for domestic, agricultural, and power purposes. If the Congress shall not consent to this paragraph, the other provisions of this compact shall nevertheless remain binding.

(b) Subject to the provisions of this compact, water of the Colorado River System may be impounded and used for the generation of electrical power, but such impounding and use shall be subservient to the use and consumption of such water for agricultural and domestic purposes and shall not interfere with or prevent use for such dominant purposes.

(c) The provisions of this article shall not apply to or interfere with the regulation and control by any State within its boundaries of the appropriation, use, and distribution of water.

ARTICLE V

The chief official of each signatory State charged with the administration of water rights, together with the Director of the United States Reclamation Service and the Director of the United States Geological Survey shall cooperate, ex-officio:

(a) To promote the systematic determination and coordination of the facts as to flow, appropriation, consumption, and use of water in the Colorado River Basin, and the interchange of available information in such matters.

(b) To secure the ascertainment and publication of the annual flow of the Colorado River at Lee Ferry.

(c) To perform such other duties as may be assigned by mutual consent of the signatories from time to time.

ARTICLE VI

Should any claim or controversy arise between any two or more of the signatory States: (a) with respect to the waters of the Colorado River System not covered by the terms of this compact; (b) over the meaning or performance of any of the terms of this compact; (c) as to the allocation of the burdens incident to the performance of any article of this compact or the delivery of waters as herein provided; (d) as to the construction or operation of works within the Colorado River Basin to be situated in two or more States, or to be constructed in one State for the benefit of another State; or (e) as to the diversion of water in one State for the benefit of another State; the Governors of the States affected, upon the request of one of them, shall forthwith appoint Commissioners with power to consider and adjust such claim or controversy, subject to ratification by the Legislatures of the States so affected.

Nothing herein contained shall prevent the adjustment of any such claim or controversy by any present method or by direct future legislative action of the interested States.

ARTICLE VII

Nothing in this compact shall be construed as affecting the obligations of the United States of America to Indian tribes.

ARTICLE VIII

Present perfected rights to the beneficial use of waters of the Colorado River System are unimpaired by this compact. Whenever storage capacity of 5,000,000 acre-feet shall have been provided on the main Colorado River within or for the benefit of the Lower Basin, then claims of such rights, if any, by appropriators or users of water in the Lower Basin against appropriators or users of water in the Upper Basin shall attach to and be satisfied from water that may be stored not in conflict with Article III.

All other rights to beneficial use of waters of the Colorado River System shall be satisfied solely from the water apportioned to that Basin in which they are situate.

ARTICLE IX

Nothing in this compact shall be construed to limit or prevent any State from instituting or maintaining any action or proceeding, legal or equitable, for the protection of any right under this compact or the enforcement of any of its provisions.

ARTICLE X

This compact may be terminated at any time by the unanimous agreement of the signatory States. In the event of such termination all rights established under it shall continue unimpaired.

ARTICLE XI

This compact shall become binding and obligatory when it shall have been approved by the Legislatures

of each of the signatory States and by the Congress of the United States. Notice of approval by the Legislatures shall be given by the Governor of each signatory State to the Governors of the other signatory States and to the President of the United States, and the President of the United States is requested to give notice to the Governors of the signatory States of approval by the Congress of the United States.

IN WITNESS WHEREOF, the Commissioners have signed this compact in a single original, which shall be deposited in the archives of the Department of State of the United States of America and of which a duly certified copy shall be forwarded to the Governor of each of the signatory States.

DONE at the City of Santa Fe, New Mexico, this twenty-fourth day of November, A.D. One Thousand Nine Hundred and Twenty-two.

(Signed) W. S. NORVIEL
(Signed) W. F. MCCLURE.
(Signed) DELPH E. CARPENTER.
(Signed) J. G. SCRUGHAM.
(Signed) STEPHEN B. DAVIS, JR.
(Signed) R. E. CALDWELL.
(Signed) FRANK C. EMERSON.

Approved:
(Signed) HERBERT HOOVER.

EXHIBIT B

AGREEMENT

REQUESTING THE DIVISION OF WATER RESOURCES OF THE STATE OF CALIFORNIA TO APPORTION CALIFORNIA'S SHARE OF THE WATERS OF THE COLORADO RIVER AMONG THE VARIOUS APPLICANTS AND WATER USERS THEREFROM IN THE STATE, CONSENTING TO SUCH APPORTIONMENTS, AND REQUESTING SIMILAR APPORTIONMENTS, AND REQUESTING SIMILAR APPORTIONMENTS BY THE SECRETARY OF THE INTERIOR OF THE UNITED STATES

This agreement, made the 18th day of August 1931, by and between Palo Verde Irrigation District, Imperial Irrigation District, Coachella Valley County Water District, Metropolitan Water District of Southern California, City of Los Angeles, City of San Diego, and County of San Diego.

Witnesseth:

Whereas the Secretary of the Interior did, on November 5, 1930 request of the Division of Water Resources of California a recommendation of the proper apportionments of the water of and from the Colorado River to which California may be entitled under the provisions of the Colorado River compact, the Boulder Canyon project act, and other applicable legislation and regulations to the end that the same could be carried into each and all of the contracts between the United States and applicants for water contracts in California as a uniform clause; and

Whereas the parties hereto have fully considered their respective rights and requirements in cooperation with the other water users and applicants and the Division of Water Resources aforesaid;

Now, therefore, the parties hereto do expressly agree to the apportionments and priorities of water of and from the Colorado River for use in California as hereinafter fully set out and respectfully request the Division of Water Resources to, in all respects, recognize said

apportionments and priorities in all matters relating to State authority and to recommend the provisions of Article I hereof to the Secretary of the Interior of the United States for insertion in any and all contracts for water made by him pursuant to the terms of the Boulder Canyon project act, and agree that in every water contract which any party may hereafter enter into with the United States, provisions in accordance with Article I shall be included therein if agreeable to the United States.

ARTICLE I

The waters of the Colorado River available for use within the State of California under the Colorado River compact and the Boulder Canyon project act shall be apportioned to the respective interests below named and in amounts and with priorities therein named and set forth, as follows:

SECTION 1. A first priority to Palo Verde Irrigation District for beneficial use exclusively upon lands in said district as it now exists and upon lands between said district and the Colorado River, aggregating (within and without said district) a gross area of 104,500 acres, such waters as may be required by said lands.

SEC. 2. A second priority to Yuma project of the United States Bureau of Reclamation for beneficial use upon not exceeding a gross area of 25,000 acres of land located in said project in California, such waters as may be required by said lands.

SEC. 3. A third priority (a) to Imperial Irrigation District and other lands under or that will be served from the All-American Canal in Imperial and Coachella Valleys, and (b) to Palo Verde Irrigation District for use exclusively on 16,000 acres in that area known as the "Lower Palo Verde Mesa," adjacent to Palo Verde Irrigation District for beneficial consumptive use, 3,850,000 acre-feet of water per annum, less the beneficial consumptive use under the priorities designated in sections 1 and 2 above. The rights designated

(a) and (b) in this section are equal in priority. The total beneficial consumptive use under priorities stated in sections 1, 2, and 3 of this article shall not exceed 3,850,000 acre-feet of water per annum.

SEC. 4. A fourth priority to the Metropolitan Water District of Southern California and/or the City of Los Angeles, for beneficial consumptive use, by themselves and/or others, on the coastal plain of Southern California, 550,000 acre-feet of water per annum.

SEC. 5. A fifth priority (a) to the Metropolitan Water District of Southern California and/or the City of Los Angeles, for beneficial consumptive use, by themselves and/or others, on the coastal plain of southern California, 550,000 acre-feet of water per annum and (b) to the City of San Diego and/or County of San Diego, for beneficial consumptive use, 112,000 acre-feet of water per annum. The rights designated (a) and (b) in this section are equal in priority.

SEC. 6. A sixth priority (a) to Imperial Irrigation District and other lands under or that will be served from the All-American Canal in Imperial and Coachella Valleys, and (b) to Palo Verde Irrigation District for use exclusively on 16,000 acres in that area known as the "Lower Palo Verde Mesa," adjacent to Palo Verde Irrigation District, for beneficial consumptive use, 300,000 acre-feet of water per annum. The rights designated (a) and (b) in this section are equal in priority.

SEC. 7. A seventh priority of all remaining water available for use within California, for agricultural use in the Colorado River Basin in California, as said basin is designated on map No. 23000 of the Department of the Interior, Bureau of Reclamation.

SEC. 8. So far as the rights of the allottees named above are concerned, the Metropolitan Water District of Southern California and/or the City of Los Angeles shall have the exclusive right to withdraw and divert into its aqueduct any water in Boulder Canyon Reservoir accumulated to the individual credit of said district and/or said city (not exceeding at any one time 4,750,000 acre-feet in the aggregate) by reason of re-

duced diversions by said district and/or said city; provided, that accumulations shall be subject to such conditions as to accumulation, retention, release, and withdrawal as the Secretary of the Interior may from time to time prescribe in his discretion, and his determination thereof shall be final; provided further, that the United States of America reserves the right to make similar arrangements with users in other States without distinction in priority, and to determine the correlative relations between said district and/or said city and such users resulting therefrom.

SEC. 9. In addition, so far as the rights of the allottees named above are concerned, the City of San Diego and/or County of San Diego shall have the exclusive right to withdraw and divert into an aqueduct any water in Boulder Canyon Reservoir accumulated to the individual credit of said city and/or said county (not exceeding at any one time 250,000 acre-feet in the aggregate) by reason of reduced diversions by said city and/or said county; provided, that accumulations shall be subject to such conditions as to accumulations, retention, release, and withdrawal as the Secretary of the Interior may from time to time prescribe in his discretion, and his determination thereof shall be final; provided further, that the United States of America reserves the right to make similar arrangements with users in other States without distinction in priority, and to determine the correlative relations between said city and/or said county and such users resulting therefrom.

SEC. 10. In no event shall the amounts allotted in this agreement to the Metropolitan Water District of Southern California and/or the City of Los Angeles be increased on account of inclusion of a supply for both said district and said city, and either or both may use said apportionments as may be agreed by and between said district and said city.

SEC. 11. In no event shall the amounts allotted in this agreement to the City of San Diego and/or to the County of San Diego be increased on account of inclus-

ion of a supply for both said city and said county and either or both may use said apportionments as may be agreed by and between said city and said county.

SEC. 12. The priorities hereinbefore set forth shall be in nowise affected by the relative dates of water contracts executed by the Secretary of the Interior with the various parties.

ARTICLE II

That each and every party hereto who has heretofore filed an application or applications for a permit or permits to appropriate water from the Colorado River requests the Division of Water Resources to amend such application or applications as far as possible to bring it or them into conformity with the provisions of this agreement; and each and every party hereto who has heretofore filed a protest or protests against any such application or applications of other parties hereto does hereby request withdrawal of such protest or protests against such application or applications when so amended.

ARTICLE III

That each and all of the parties to this agreement respectfully request that the contract for delivery of water between the United States of America and the Metropolitan Water District of Southern California under date of April 24, 1930, be amended in conformity with Article I hereof.

In witness whereof, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized, the day and year first above written. Executed in seven originals.

Recommended for execution:

PALO VERDE IRRIGATION DISTRICT,
By ED. J. WILLIAMS.
ARVIN B. SHAW, JR.

IMPERIAL IRRIGATION DISTRICT,
By CHAS. L. CHILDERS.
M. J. DOWD.

COACHELLA VALLEY COUNTY WATER DISTRICT,
By THOS. C. YAGER.
ROBBINS RUSSEL.

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,
By W. B. MATTHEWS.
C. C. ELDER.

CITY OF LOS ANGELES,
By W. W. HURLBUT.
C. A. DAVIS.

CITY OF SAN DIEGO,
By C. L. BYERS.
H. N. SAVAGE.

COUNTY OF SAN DIEGO,
By H. N. SAVAGE.
C. L. BYERS.

(The agreement was thereafter ratified by each of the seven parties.)

EXHIBIT C

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

BOULDER CANYON PROJECT

ARIZONA-CALIFORNIA-NEVADA
CONTRACT FOR DELIVERY OF WATER

THIS CONTRACT made this 9th day of February 1944 pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplemental thereto, all of which acts are commonly known and referred to as the Reclamation Law, and particularly pursuant to the Act of Congress approved December 21, 1928 (45 Stat. 1057), designated the Boulder Canyon Project Act, and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter referred to as "United States," acting for this purpose by Harold L. Ickes, Secretary of the Interior, hereinafter referred to as the "Secretary," and the STATE OF ARIZONA, hereinafter referred to as "Arizona," acting for this purpose by the Colorado River Commission of Arizona, pursuant to Chapter 46 of the 1939 Session Laws of Arizona,

Witnesseth that:

EXPLANATORY RECITALS

2. Whereas for the purpose of controlling floods, improving navigation, regulating the flow of the Colorado River, providing for storage and for the delivery of stored waters for the reclamation of public lands and other beneficial uses exclusively within the United States, the Secretary acting under and in pursuance of the provisions of the Colorado River Compact and Boulder Canyon Project Act, and acts amendatory thereof or supplementary thereto, has constructed and is now operating and maintaining in the main stream of the Colorado River at Black Canyon that certain structure known as and designated Boulder Dam and

incidental works, creating thereby a reservoir designated Lake Mead of a capacity of about thirty-two million (32,000,000) acre-feet; and

3. Whereas said Boulder Canyon Project Act provides that the Secretary, under such general rules and regulations as he may prescribe, may contract for the storage of water in the reservoir created by Boulder Dam, and for the delivery of such water at such points on the river as may be agreed upon, for irrigation and domestic uses, and provides further that no person shall have or be entitled to have the use for any purpose of the water stored, as aforesaid, except by contract made as stated in said Act; and

4. Whereas it is the desire of the parties to this contract to contract for the storage of water and the delivery thereof for irrigation of lands and domestic uses within Arizona; and

5. Whereas nothing in this contract shall be construed as affecting the obligations of the United States to Indian tribes:

6. Now, therefore, in consideration of the mutual covenants herein contained, the parties hereto agree as follows, to wit

DELIVERY OF WATER

7. (a) Subject to the availability thereof for use in Arizona under the provisions of the Colorado River Compact and the Boulder Canyon Project Act, the United States shall deliver and Arizona, or agencies or water users therein, will accept under this contract each calendar year from storage in Lake Mead, at a point or points of diversion on the Colorado River approved by the Secretary, so much water as may be necessary for the beneficial consumptive use for irrigation and domestic uses in Arizona of a maximum of 2,800,000 acre-feet.

(b) The United States also shall deliver from storage in Lake Mead for use in Arizona, at a point or points of diversion on the Colorado River approved by the Secretary, for the uses set forth in subdivision

(a) of this Article, one-half of any excess or surplus waters unapportioned by the Colorado River Compact to the extent such water is available for use in Arizona under said compact and said act, less such excess or surplus water unapportioned by said compact as may be used in Nevada, New Mexico, and Utah in accordance with the rights of said states as stated in subdivisions (f) and (g) of this Article.

(c) This contract is subject to the condition that Boulder Dam and Lake Mead shall be used: First, for river regulation, improvement of navigation, and flood control; second, for irrigation and domestic uses and satisfaction of perfected rights in pursuance of Article VIII of the Colorado River Compact; and third, for power. This contract is made upon the express condition and with the express covenant that the United States and Arizona, and agencies and water users therein, shall observe and be subject to and controlled by said Colorado River Compact and the Boulder Canyon Project Act in the construction, management, and operation of Boulder Dam, Lake Mead, canals and other works, and the storage, diversion, delivery, and use of water for the generation of power, irrigation, and other uses.

(d) The obligation to deliver water at or below Boulder Dam shall be diminished to the extent that consumptive uses now or hereafter existing in Arizona above Lake Mead diminish the flow into Lake Mead, and such obligation shall be subject to such reduction on account of evaporation, reservoir and river losses, as may be required to render this contract in conformity with said compact and said act.

(e) This contract is for permanent service, subject to the conditions stated in subdivision (c) of this Article, but as to the one-half of the waters of the Colorado River System unapportioned by paragraphs (a), (b), and (c) of Article III of the Colorado River Compact, such water is subject to further equitable

apportionment at any time after October 1, 1963, as provided in Article III (f) and Article III (g) of the Colorado River Compact.

(f) Arizona recognizes the right of the United States and the State of Nevada to contract for the delivery from storage in Lake Mead for annual beneficial consumptive use within Nevada for agricultural and domestic uses of 300,000 acre-feet of the water apportioned to the Lower Basin by the Colorado River Compact, and in addition thereto to make contract for like use of 1/25 (one twenty-fifth) of any excess or surplus waters available in the Lower Basin and unapportioned by the Colorado River Compact, which waters are subject to further equitable apportionment after October 1, 1963, as provided in Article III (f) and Article III (g) of the Colorado River Compact.

(g) Arizona recognizes the rights of New Mexico and Utah to equitable shares of the water apportioned by the Colorado River Compact to the Lower Basin and also water unapportioned by such compact, and nothing contained in this contract shall prejudice such rights.

(h) Arizona recognizes the right of the United States and agencies of the State of California to contract for storage and delivery of water from Lake Mead for beneficial consumptive use in California, provided that the aggregate of all such deliveries and uses in California from the Colorado River shall not exceed the limitation of such uses in that State required by the provisions of the Boulder Canyon Project Act and agreed to by the State of California by an act of its Legislature (Chapter 16, Statutes of California of 1929) upon which limitation the State of Arizona expressly relies.

(i) Nothing in this contract shall preclude the parties hereto from contracting for storage and delivery above Lake Mead of water herein contracted for, when and if authorized by law.

(j) As far as reasonable diligence will permit, the water provided for in this contract shall be delivered as ordered and as reasonably required for domestic and

irrigation uses within Arizona. The United States reserves the right to discontinue or temporarily reduce the amount of water to be delivered, for the purpose of investigation and inspection, maintenance, repairs, replacements, or installation of equipment or machinery at Boulder Dam, or other dams heretofore or hereafter to be constructed, but so far as feasible will give reasonable notice in advance of such temporary discontinuance or reduction.

(k) The United States, its officers, agents, and employees shall not be liable for damages when for any reason whatsoever suspensions or reductions in the delivery of water occur.

(l) Deliveries of water hereunder shall be made for use within Arizona to such individuals, irrigation districts, corporations or political subdivisions therein of Arizona as may contract therefor with the Secretary, and as may qualify under the Reclamation Law or other federal statutes or to lands of the United States within Arizona. All consumptive uses of water by users in Arizona, of water diverted from Lake Mead or from the main stream of the Colorado River below Boulder Dam, whether made under this contract or not, shall be deemed, when made, a discharge pro tanto of the obligation of this contract. Present perfected rights to the beneficial use of waters of the Colorado River system are unimpaired by this contract.

(m) Rights-of-way across public lands necessary or convenient for canals to facilitate the full utilization in Arizona of the water herein agreed to be delivered will be granted by the Secretary subject to applicable federal statutes.

POINTS OF DIVERSION: MEASUREMENTS OF WATER

8. The water to be delivered under this contract shall be measured at the points of diversion, or elsewhere as the Secretary may designate (with suitable adjustment for losses between said points of diversion and measurement), by measuring and controlling devices or automatic gauges approved by the Secretary, which devices, however, shall be furnished, installed, and main-

tained by Arizona, or the users of water therein, in manner satisfactory to the Secretary; said measuring and controlling devices or automatic gauges shall be subject to the inspection of the United States, whose authorized representatives may at all times have access to them, and any deficiencies found shall be promptly corrected by the users thereof. The United States shall be under obligation to deliver water only at diversion points where measuring and controlling devices or automatic gauges are maintained, in accordance with this contract, but in the event diversions are made at points where such devices are not maintained, the Secretary shall estimate the quantity of such diversions and his determination thereof shall be final.

CHARGES FOR STORAGE AND DELIVERY OF WATER

9. No charge shall be made for the storage or delivery of water at diversion points as herein provided necessary to supply present perfected rights in Arizona. A charge of 50¢ per acre-foot shall be made for all water actually diverted directly from Lake Mead during the Boulder Dam cost repayment period, which said charge shall be paid by the users of such water, subject to reduction by the Secretary in the amount of the charge if it is concluded by him at any time during said cost-repayment period that such charge is too high. After expiration of the cost-repayment period, charges shall be on such basis as may hereafter be prescribed by Congress. Charges for the storage or delivery of water diverted at a point or points below Boulder Dam, for users, other than those specified above, shall be as agreed upon between the Secretary and such users at the time of execution of contracts therefor, and shall be paid by such users; provided such charges shall, in no event, exceed 25¢ per acre-foot.

RESERVATIONS

10. Neither Article 7, nor any other provision of this contract, shall impair the right of Arizona and other states and the users of water therein to maintain, prosecute or defend any action respecting, and is without prejudice to, any of the respective contentions of said

states and water users as to (1) the intent, effect, meaning, and interpretation of said compact and said act; (2) what part, if any, of the water used or contracted for by any of them falls within Article III (a) of the Colorado River Compact; (3) what part, if any, is within Article III (b) thereof; (4) what part, if any, is excess or surplus waters unapportioned by said Compact; and (5) what limitations on use, rights of use, and relative priorities exist as to the waters of the Colorado River system; provided, however, that by these reservations there is no intent to disturb the apportionment made by Article III (a) of the Colorado River Compact between the Upper Basin and the Lower Basin.

DISPUTES AND DISAGREEMENTS

11. Whenever a controversy arises out of this contract, and if the parties hereto then agree to submit the matter to arbitration, Arizona shall name one arbitrator and the Secretary shall name one arbitrator and the two arbitrators thus chosen shall meet within ten days after their selection and shall elect one other arbitrator within fifteen days after their first meeting, but in the event of their failure to name the third arbitrator within thirty days after their first meeting, such arbitrator not so selected shall be named by the Senior Judge of the United States Circuit Court of Appeals for the Tenth Circuit. The decision of any two of the three arbitrators thus chosen shall be a valid and binding award.

RULES AND REGULATIONS

12. The Secretary may prescribe and enforce rules and regulations governing the delivery and diversion of waters hereunder, but such rules and regulations shall be promulgated, modified, revised or extended from time to time only after notice to the State of Arizona and opportunity is given to it to be heard. Arizona agrees for itself, its agencies and water users that in the operation and maintenance of the works for diversion and use of the water to be delivered hereunder, all such rules and regulations will be full adhered to.

AGREEMENT SUBJECT TO COLORADO RIVER COMPACT

13. This contract is made upon the express condition and with the express covenant that all rights of Arizona, its agencies and water users, to waters of the Colorado River and its tributaries, and the use of the same, shall be subject to and controlled by the Colorado River Compact signed at Santa Fe, New Mexico, November 24, 1922, pursuant to the Act of Congress approved August 19, 1921 (42 Stat. 171), as approved by the Boulder Canyon Project Act.

EFFECTIVE DATE OF CONTRACT

14. This contract shall be of no effect unless it is unconditionally ratified by an Act of the Legislature of Arizona, within three years from the date hereof, and further, unless within three years from the date hereof the Colorado River Compact is unconditionally ratified by Arizona. When both ratifications are effective, this contract shall be effective.

INTEREST IN CONTRACT NOT TRANSFERABLE

15. No interest in or under this contract, except as provided by Article 7 (1), shall be transferable by either party without the written consent of the other.

APPROPRIATION CLAUSE

16. The performance of this contract by the United States is contingent upon Congress making the necessary appropriations for expenditures for the completion and the operation and maintenance of any dams, power plants or other works necessary to the carrying out of this contract, or upon the necessary allotments being made therefore by any authorized federal agency. No liability shall accrue against the United States, its officers, agents, or employees by reason of the failure of Congress to make any such appropriations or of any federal agency to make such allotments.

MEMBER-OF-CONGRESS CLAUSE

17. No Member of or Delegate to Congress or Resident Commissioners shall be admitted to any share or part of this contract or to any benefit that may arise

herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

DEFINITIONS

18. Wherever terms used herein are defined in Article II of the Colorado River Compact or in Section 12 of the Boulder Canyon Project Act, such definitions shall apply in construing this contract.

19. In witness whereof the parties hereto have caused this contract to be executed the day and year first above written.

THE UNITED STATES OF AMERICA,

By (s) HAROLD L. ICKES,
Secretary of the Interior.

STATE OF ARIZONA, acting by and through its COLORADO RIVER COMMISSION,

By (s) HENRY S. WRIGHT, *Chairman.*

By (s) NELLIE T. BUSH, *Secretary.*

Approved this 11th day of February 1944:

(s) SIDNEY P. OSBORN,
Governor of the State of Arizona,